

**SETTLEMENT AGREEMENT BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**JING LU**

Jing Lu and the Missouri Real Estate Commission ("MREC") enter into this Settlement Agreement for the purpose of resolving the question of whether Jing Lu's licenses as a broker associate, nos. 2003025853 and 2012014167, will be subject to discipline. Pursuant to Section 536.060, RSMo 2000,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under Section 621.110, RSMo Supp. 2013. The MREC and Jing Lu jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to Section 621.045, RSMo Supp. 2013.

Jing Lu acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against her; the

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Jing Lu may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to her by law, Jing Lu knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Jing Lu acknowledges that she has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Jing Lu stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Jing Lu's licenses as a broker associate, nos. 2003025853 and 2012014167, are subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and Sections 339.010 to 339.205 and Sections 339.710 to 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Jing Lu in Part II herein is based only on the agreement set out in Part I herein. Jing Lu understands that the MREC may take further disciplinary action against her based on

facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

**I.**

**Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing, the MREC and Jing Lu herein jointly stipulate to the following:

1. The MREC is an agency of the State of Missouri created and existing pursuant to Section 339.120, RSMo Supp. 2013, for the purpose of executing and enforcing the provisions of Sections 339.010 to 339.205 and Sections 339.710 to 339.855, RSMo (as amended), relating to real estate salespersons and brokers.

2. GL International, LLC and GL International Realty, LLC are licensed by the MREC as real estate associations, license nos. 2012014166 and 2008013862 respectively. At all relevant times herein, GL International, LLC's and GL International Realty, LLC's licenses were active and current.

3. At all relevant times herein, GL International, LLC was the owner of the following property management escrow accounts: Bank of America, account no. xxxx-xxxx-2037 ("PM 2037"); Bank of America, account no. xxxx-xxxx-2961 ("PM 2961"); Bank of America, account no. xxxx-xxxx-3048 ("PM 3048"); and Bank of America, account no. xxxx-xxxx-3007 ("PM 3007").

4. Section 339.710(12), RSMo Cum. Supp. 2013, defines the term "designated broker" and provides:

(12) "Designated broker", any individual licensed as a broker who is operating pursuant to the definition of real estate broker as defined in section 339.010, or any individual licensed as a broker who is appointed by a partnership, limited partnership, association, limited liability corporation, professional corporation, or a corporation engaged in the real estate brokerage business to be responsible for the acts of the partnership, limited partnership, association, limited liability company, professional corporation or corporation. Every real estate broker partnership, limited partnership, association, limited liability company, professional corporation or corporation shall appoint a designated broker[.]

5. Regulation 20 CSR 2250-8.120(7) provides:

(7) The designated broker and the branch office manager shall be responsible for the maintenance of the escrow account and shall ensure the brokerage's compliance with the statutes and rules related to the brokerage escrow account(s).

6. Regulation 20 CSR 2250-8.020(1) provides:

(1) Individual brokers, designated brokers, and office managers/supervising brokers shall be responsible for supervising the real estate related activities including the protection of any confidential information as defined under 339.710.8, RSMo of all licensed and unlicensed persons associated with them, whether in an individual capacity or through a corporate entity, association or partnership. . . .

7. Jing Lu is licensed by the MREC as a broker associate, license nos.

2003025853 and 2012014167. At all relevant times herein, Jing Lu's licenses were active and current. Also, at all relevant times herein, Jing Lu was the designated broker for both GL International, LLC and GL International Realty, LLC, and, as such, Jing Lu bears

responsibility for her own conduct as well as that of GL International, LLC and GL International Realty, LLC.

Applicable Statutes and Regulations

8. Section 339.100.2(1), (3), (14), and (15), RSMo Supp. 2013, states in pertinent part:

The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

(1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated, unless all parties having an interest in the funds have agreed otherwise in writing;

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(3) Failing within a reasonable time to account for or to remit any moneys, valuable documents or other property, coming into his or her possession, which belongs to others;

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(14) Placing a sign on or advertising any property offering it for sale or rent without the written consent of the owner or his or her duly authorized agent;

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860\*, or of any

lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860\*[,]

9. Section 339.105.1 and .3, RSMo Supp. 2013, states in pertinent part:

1. Each broker who holds funds belonging to another shall maintain such funds in a separate bank account in a financial institution which shall be designated an escrow or trust account. This requirement includes funds in which he or she may have some future interest or claim. Such funds shall be deposited promptly unless all parties having an interest in the funds have agreed otherwise in writing. No broker shall commingle his or her personal funds or other funds in this account with the exception that a broker may deposit and keep a sum not to exceed one thousand dollars in the account from his or her personal funds, which sum shall be specifically identified and deposited to cover service charges related to the account.

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3. In conjunction with each escrow or trust account a broker shall maintain books, records, contracts and other necessary documents so that the adequacy of said account may be determined at any time. The account and other records shall be provided to the commission and its duly authorized agents for inspection at all times during regular business hours at the broker's usual place of business.

10. Regulation 20 CSR 2250-8.120(3) and (4), states in pertinent part:

(3) The escrow or trust account maintained by a broker, as required by the license law, shall be a checking account in a bank, savings and loan, or credit union. If the escrow or trust account maintained by a broker is an interest-bearing account, the broker shall disclose in writing to all parties to the transaction that the account is interest-bearing and the disclosure shall indicate who is to receive the interest.

(4) Each broker shall deposit into the escrow or trust account all funds coming into the broker's possession as set out in section 339.100.2(1), RSMo, including funds in which the broker may have some future interest or claim and including, but not limited to,

earnest money deposits, prepaid rents, security deposits, loan proceeds, and funds paid by or for the parties upon closing of the transaction. No broker shall commingle personal funds or other funds in the broker's escrow account except to the extent provided by section 339.105.1, RSMo. Commissions payable must be removed from the escrow account at the time the transaction is completed. After the transaction is completed, interest payable shall be disbursed to the appropriate party(ies) from the escrow account no later than ten (10) banking days following the receipt of the next statement of the escrow account. When the licensee receives all interest earned, interest payable to a licensee must be removed from the escrow account within ten (10) banking days following the receipt of the next statement of the escrow account.

11. Regulation 20 CSR 2250-8.220(1), (3), (6) and (8), states in pertinent part:

(1) A broker shall establish and maintain a separate escrow account(s), to be designated as a property management escrow account(s), for the deposit of current rents and money received from the owner(s) or on the owner's(s') behalf for payment of expenses related to property management. Before making disbursements from a property management escrow account, a broker shall ensure that the account balance for that owner's(s') property(ies) is sufficient to cover the disbursements.

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(3) All money received by a broker in connection with any property management must be deposited within ten (10) banking days to the escrow or trust account maintained by the broker.

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(6) Fees or commissions payable to a broker must be withdrawn from a property management escrow account at least once a month unless otherwise agreed in writing. Any rent paid in advance as a deposit for the last month's rent or as rent other than the current month's rent held by a broker shall be deposited in the property management escrow account unless otherwise agreed to in writing.

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(8) Each check written on an escrow account, or each corresponding check stub, or other record of disbursement of funds from the account and each deposit ticket shall indicate the related transaction. Each check written on an escrow account for licensee fees or commission shall be made payable to the licensee who is owed the fee or commission or to the firm's general operating account.

12. Section 339.780.2 and .3, RSMo Supp. 2013, states in pertinent part:

2. Before engaging in any of the activities enumerated in section 339.010, a designated broker intending to establish a limited agency relationship with a seller or landlord shall enter into a written agency agreement with the party to be represented. The agreement shall include a licensee's duties and responsibilities specified in section 339.730 and the terms of compensation and shall specify whether an offer of subagency may be made to any other designated broker.

3. Before or while engaging in any acts enumerated in section 339.010, except ministerial acts defined in section 339.710, a designated broker acting as a single agent for a buyer or tenant shall enter into a written agency agreement with the buyer or tenant. The agreement shall include a licensee's duties and responsibilities specified in section 339.740 and the terms of compensation.

13. Regulation 20 CSR 2250-8.200(1), states in pertinent part:

(1) When managing property a licensee shall not rent or lease, offer to rent or lease, negotiate, or offer or agree to negotiate, the rent or lease, list or offer to list for lease or rent, assist or direct in procuring of prospects calculated to result in the lease or rent, assist or direct in the negotiation of any transaction calculated or intended to result in the lease or rent, or show that property to prospective renters or lessees unless the licensee's broker holds a current written property management agreement or other written authorization signed by the owner of the real estate or the owner's authorized agent.



14. Regulation 20 CSR 2250-8.090(1), (4)(A)4., and (9)(B), states in pertinent part:

(1) A licensee shall not advertise or place a sign upon any property offering it for sale or lease to prospective customers without the written consent of the owner or his or her duly authorized agent.

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(4) Seller's/Lessor's Agency (Sale/Lease Listing) Agreement. (A) Every written listing agreement or other written agreement for brokerage services shall contain all of the following:

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4. An expiration date[.]

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(9) Every written property management agreement or other written authorization between a broker and the owners of the real estate shall:

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(B) State the amount of fee or commission to be paid and when the fee or commission will be paid[.]

15. Section 339.020, RSMo Supp. 2013, states in pertinent part:

It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic, to act as a real estate broker, real estate broker-salesperson, or real estate salesperson, or to advertise or assume to act as such without a license first procured from the commission.

16. Section 339.180.1(1), RSMo Supp. 2013, states in pertinent part:

It shall be unlawful for any person or entity not licensed under this chapter to perform any act for which a real estate license is required. Upon application by the commission, and the necessary burden having been met, a court of general jurisdiction may grant an injunction, restraining order or other order as may be appropriate to enjoin a person or entity from:

(1) Offering to engage or engaging in the performance of any acts or practices for which a permit or license is required by this chapter upon a showing that such acts or practices were performed or offered to be performed without a permit or license[.]

17. Regulation 20 CSR 2250-8.096(1)(A)5. and 6., states in pertinent part:

(1) Licensees acting with or without a written agreement for brokerage services pursuant to sections 339.710 to 339.860, RSMo, are required to have such relationships confirmed in writing by each party to the real estate transaction on or before such party's first signature to the real estate contract. Nothing contained herein prohibits the written confirmation of brokerage relationships from being included or incorporated into the real estate contract, provided that any addendum or incorporated document containing the written confirmation must include a separate signature section for acknowledging the written confirmation that shall be signed and dated by each party to the real estate transaction. (A) Written confirmation must—

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5. Be signed and dated by the seller/landlord and buyer/tenant. If the landlord has entered into a written property management agreement pursuant to 20 CSR 2250-8.200–20 CSR 2250-8.210, the landlord shall not be required to sign the written confirmation[.]

6. Be signed and dated by the disclosing licensees on or before the contract date. If a landlord's agent or transaction broker is conducting property management pursuant to 20 CSR 2250-8.200–20 CSR 2250-8.210, the unlicensed office personnel may, in their performance of the duties enumerated in

339.010.5(5)(a)–(e), sign the written confirmation on behalf of the landlord’s agent or transaction broker.

GL International, LLC’s First Audit

18. On or about March 19 - 21, 2012 and March 26 - 29, 2012, GL International, LLC was audited by the MREC.

Violations Discovered during GL International, LLC’s First Audit

19. Between March 1, 2011 and March 29, 2012, GL International, LLC failed to deposit and maintain rents in its property management escrow account, PM 2037, on eight instances, in violation of Section 339.100.2(1) and 339.105.1, RSMo Supp. 2013, and in violation of Regulation 20 CSR 2250-8.120(4) and 20 CSR 2250-8.220(3).

20. On or about March 8, 2012, GL International, LLC had \$4,396.23 in negative owner balances in its property management escrow account, PM 2037, in violation of Section 339.105.1, RSMo Supp. 2013.

21. Between March 1, 2011 and March 29, 2012, GL International, LLC deposited commission checks and other brokerage funds into its property management escrow account, PM 2037, and it also paid personal and brokerage expenses out of the same account, in violation of Section 339.105.1, RSMo Supp. 2013.

22. Between March 1, 2011 and March 29, 2012, GL International, LLC failed to maintain records so that the adequacy of its property management escrow account, PM 2037, could be determined, in violation of Section 339.105.3, RSMo Supp. 2013.

23. Between March 1, 2011 and March 29, 2012, GL International, LLC failed to indicate the related transaction on checks and/or corresponding check stubs, and other records of disbursements from its property management escrow account, PM 2037, all in violation of Regulation 20 CSR 2250-8.220(8).

24. Between March 1, 2011 and March 29, 2012, GL International, LLC disbursed funds from its property management escrow account, PM 2037, on seventeen occasions where an owner's/owners' account balance was insufficient to cover the disbursement, in violation of Regulation 20 CSR 2250-8.220 (1).

25. Between March 1, 2011 and March 29, 2012, GL International, LLC failed to withdraw fees and commissions owed to it from its property management escrow account, PM 2037, in violation of Regulation 20 CSR 2250-8.220(6).

26. Based on the conduct of GL International, LLC, regarding its First Audit, cause exists to discipline its real estate association license pursuant to Section 339.100.2 (1), (3) and (15), RSMo Supp. 2013.

#### GL International, LLC's Second Audit

27. During August and September 2013, GL International, LLC was audited by the MREC.

#### Violations Discovered during GL International, LLC's Second Audit

28. Between August 1, 2012 and September 30, 2013, GL International, LLC did not maintain and/or deposit rent in its property management escrow account, PM

2961, on six separate occasions, in violation of Section 339.100.2(1) and 339.105.1, RSMo Supp. 2013 and Regulation 20 CSR 2250-8.120(3) and (4).

29. Between August 1, 2012 and September 30, 2013, GL International, LLC failed to account for funds of others, within a reasonable period of time, on five separate occasions, in violation Section 339.100.2 (3). The five instances are detailed below:

- a. On or about July 10, 2013, GL International, LLC deposited prepaid rents into its broker's operating account instead of its property management account, PM 3048. GL International, LLC corrected this problem on or about August 29, 2013.
- b. As of July 31, 2013, GL International, LLC failed to account for four deposits taking place in or about June 2013.

30. On or about September 5, 2013, GL International, LLC had \$6,025.00 in overage and \$843.20 in shortage in its property management escrow account, PM 3048, in violation of Section 339.105.1, RSMo Supp. 2013.

31. On or about August 28, 2013, GL International, LLC had a net shortage in its property management escrow account, PM 2961, of \$7,167.35, in violation of Section 339.105.1, RSMo Supp. 2013.

32. On or about July 31, 2013, GL International, LLC had an overage in its property management escrow account, PM 3007, of \$8,000.00, in violation of Section 339.105.1, RSMo Supp. 2013.

33. Between August 1, 2012 and September 30, 2013, GL International, LLC commingled its personal funds or other funds in its property management escrow accounts, PM 2037, PM 2961, and PM 3048, in violation of Section 339.105.1, RSMo Supp. 2013.

34. Between August 1, 2012 and September 30, 2013, GL International, LLC failed to maintain records so that the adequacy of its property management escrow account, PM 2037, could be determined, in violation of Section 339.105.3, RSMo Supp. 2013.

35. Between August 1, 2012 and September 30, 2013, GL International, LLC failed to maintain records for its property management escrow account, PM2961, so that the adequacy of the management fees taken could be determined, in violation of Section 339.105.3, RSMo Supp. 2013.

36. Between August 1, 2012 and September 30, 2013, GL International, LLC managed a property, without a current written management agreement, on five separate occasions, in violation of Section 339.780.2, RSMo Supp. 2013 and Regulation 20 CSR 2250-8.200(1).

37. Between August 1, 2012 and September 30, 2013, GL International, LLC failed to state when the fee or commission would be paid for five separate management agreements, in violation of Section 339.780.2, RSMo Supp. 2013 and Regulation 20 CSR 2250-8.090(9)(B).

38. Between August 1, 2012 and September 30, 2013, GL International, LLC disbursed funds from its property management escrow accounts, PM 2961 and PM 3048, on seven occasions where the owner's(s') account balance was not sufficient to cover the disbursement, in violation of Regulation 20 CSR 2250-8.220(1).

39. Based on the conduct of GL International, LLC regarding its Second Audit, cause exists to discipline its real estate association license pursuant to Section 339.100.2(1), (3) and (15), RSMo Supp. 2013.

GL International Realty, LLC's First Audit

40. On or about March 19 – 21, 2012, and March 26 – 29, 2012, GL International Realty, LLC was audited by the MREC.

Violations Discovered during GL International Realty, LLC's First Audit

41. On or about October 28, 2011, an unlicensed staff member of GL International Realty, LLC signed the written brokerage relationship disclosure for a negotiated lease transaction for Bellefontaine United Methodist Church and Pettie C Wyatt and Betty Wyatt in violation of Section 339.180.1 and 339.020, RSMo Supp. 2013.

42. On or about March, 19, 2012, GL International Realty, LLC advertised a property on its website without written authorization, in violation of Section 339.100.2 (14), RSMo Supp. 2013 and Regulation 20 CSR 2250-8.090(1).

43. Between January 1, 2011 and August 17, 2011, GL International Realty, LLC entered into six written management agreements where the fee or commission was

not specified, in violation of 339.780.2, RSMo Supp. 2013 and Regulation 20 CSR 2250-8.090(9)(B).

44. On or about October 12, 2011, GL International Realty, LLC failed to date its signature for a written brokerage relationship disclosure, in violation of Regulation 20 CSR 2250-8.096(1)(A)6.

GL International Realty, LLC's Second Audit

45. On or about August 21 – 22, 2013, GL International Realty, LLC was audited by the MREC.

Violations Discovered during GL International Realty, LLC's Second Audit

46. GL International Realty, LLC acted as an agent of the buyer without a written agency agreement on nine occasions between September 1, 2012 and September 30, 2013, in violation of Section 339.780.3, RSMo Supp. 2013.

47. On or about August 22, 2013, GL International Realty, LLC failed to include an expiration date on a written listing agreement, in violation of Regulation 20 CSR 2250-8.090(4)(A)4.

48. On or about May, 13, 2013, GL International Realty, LLC failed to sign or date a written brokerage relationship, in violation of Regulation 20 CSR 2250-8.096 (1)(A)5.



**II.**  
**Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.4 and 621.110, RSMo Supp. 2013.

49. **Jing Lu's licenses are on probation.** Jing Lu's licenses as a Broker Associate are hereby placed on PROBATION for a period of THREE YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Jing Lu shall be entitled to practice as a Broker Associate under §§ 339.010 to 339.205 and §§ 339.710 to 339.855, RSMo, as amended, provided Jing Lu adheres to all the terms of this agreement.

50. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

- A. Jing Lu shall keep the MREC apprised at all times of her current address and telephone number at each place of residence and business. Jing Lu shall notify the MREC in writing within ten (10) days of any change in this information.
- B. Jing Lu shall timely renew her real estate license(s), timely pay all fees required for license(s) renewal and shall comply with all other requirements necessary to maintain her license(s) in a current and active status. During the disciplinary period, Jing Lu shall not place her real estate license(s) on inactive

status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively, without violating the terms and conditions of this Settlement Agreement, Jing Lu may surrender her real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Jing Lu applies for a real estate license(s) after surrender, Jing Lu shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

C. Jing Lu shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Jing Lu shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

E. During the probationary period, Jing Lu shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

F. Jing Lu shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state,

and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States. Any cause to discipline Jing Lu's licenses as a broker associate under § 339.100.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

G. Broker Acknowledgement. If at any time during the disciplinary period Jing Lu wishes to transfer her license(s) affiliation to a new broker/brokerage, she must submit a Broker Acknowledgment form signed by the new broker. This acknowledgement is in addition to any other required application, fee, and documentation necessary to transfer her license(s). Jing Lu must obtain the Broker Acknowledgement form from the MREC.

H. During the disciplinary period Jing Lu shall, at her own expense, ensure that quarterly audits of her registered escrow accounts, including Bank of America account no. xxxx-xxxx-2037, Bank of America account no. xxxx-xxxx-2961, Bank of America account no. xxxx-xxxx-3048, and Bank of America account no. xxxx-xxxx-3007, are conducted and completed by a certified public accountant ("CPA") approved by the MREC. Within 15 calendar days of the effective date of this Settlement Agreement, Jing Lu shall submit to the MREC in writing a list of at least three CPAs, including the CPA's name, address and relationship to Jing Lu. The MREC may approve one of the listed CPAs or may require Jing Lu to submit

additional names for consideration and approval. The quarterly report should contain a three-way reconciliation from the check register to the bank balance to the owner balance(s). Such quarterly audits shall begin with the first quarter of 2015 and continue throughout the disciplinary period, ending with the fourth quarter of 2017. Within 30 days of the quarter's end date, Jing Lu shall cause the CPA who conducted the audit to mail to the MREC by certified mail, return receipt requested, a signed statement from the CPA confirming that the CPA completed a reconciliation of the account(s) and matched the reconciled balance to the check register and the total of all reported owner and/or tenant balances. All documents necessary to prove the reconciliation should be submitted with the CPA's statement. If the CPA should find that the three-way reconciliation does not match, the CPA report should include the detail and documentation necessary to show that all discrepancies were identified and corrected.

51. Upon the expiration of the disciplinary period, the licenses of Jing Lu shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Jing Lu has violated any term or condition of this Settlement Agreement, the MREC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Jing Lu's licenses.

52. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo.

53. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Jing Lu of Sections 339.010 to 339.205 and Sections 339.710 to 339.855, RSMo (as amended), relating to real estate salespersons and brokers, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

54. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

55. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Jing Lu agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

56. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

57. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

58. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 324, 339, and 610, RSMo, as amended.

59. Jing Lu, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph

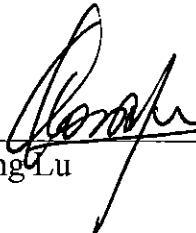
is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.


60. Jing Lu understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Jing Lu's licenses. If Jing Lu desires the Administrative Hearing Commission to review this Settlement Agreement, Jing Lu may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

61. If Jing Lu requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Jing Lu's licenses. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Jing Lu as allowed by law. If Jing Lu does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.


LICENSEE

MISSOURI REAL ESTATE  
COMMISSION

  
Jing Lu Date 2/9/2015

  
Joseph Denkler, Executive Director  
Date: 3/5/2015

CHRIS KOSTER  
Attorney General

  
Faraz Nayyar  
Assistant Attorney General  
Missouri Bar No. 64296

Supreme Court Building  
207 West High Street  
P.O. Box 899  
Jefferson City, MO 65102  
Telephone: 573-751-7728  
Telefax: 573-751-5660  
Attorneys for the MREC